



Dated: 5/22/2019

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF TENNESSEE  
NASHVILLE DIVISION**

In re: ) Chapter 11  
 ) Case No. 3:19-01971  
Capstone Pediatrics, PLLC, )  
 ) Judge Randal S. Mashburn  
Debtor. )

**AGREED ORDER ON MOTION FOR RELIEF FROM THE AUTOMATIC STAY**

Before this Court is the *Motion of HealthSpring Life and Health Insurance Company, Inc. for Relief from the Automatic Stay as Necessary to Permit Termination of a Certain Service Agreement* [D.I. 96] (“Motion”). In connection with the Motion:

1. HealthSpring Life and Health Insurance Company, Inc. (“HealthSpring”) represents that it is a party to a certain *Multi-Specialty Physician Group Service Agreement* dated as of May 1, 2011, including any schedules and amendments thereto (“Service Agreement”), and that the counterparty listed on the Service Agreement is Centennial Pediatrics, P.C.

2. HealthSpring seeks to terminate the Service Agreement as of as of 12:01 a.m., May 1, 2019, and seeks relief from the automatic stay under 11 U.S.C. § 362(a) to the extent necessary to allow the Service Agreement to terminate.

3. Debtor represents that the Service Agreement is between HealthSpring and Centennial Pediatrics, PLLC.

4. Debtor represents that Debtor did not at any time assume the Service Agreement, or any of the obligations or benefits of Centennial Pediatrics, PLLC, thereunder, and Debtor is not currently, nor has it ever been, a party to or beneficiary of the Service Agreement.

5. Accordingly, Debtor does not believe the Service Agreement is in any way affected by the stay in this matter or that this Motion is even necessary, and does not oppose the termination of the Service Agreement between HealthSpring and Centennial Pediatrics, PLLC.

Accordingly, based upon the joint submission of this form of order by counsel for the Debtor and for HealthSpring, and their respective signatures below, the Court having reviewed the Motion, and finding good cause therefor,

IT IS HEREBY ORDERED THAT the automatic stay under 11 U.S.C. § 362(a) is hereby modified (if and to the extent necessary) to allow the Service Agreement to terminate as of 12:01 a.m., May 1, 2019.

IT IS SO ORDERED.

*This Order was signed and entered electronically as indicated at the top of the first page.*

**APPROVED FOR ENTRY:**

/s/ B. Anthony Saunders  
B. Anthony Saunders  
WYATT TARRANT & COMBS LLP  
333 Commerce Street  
Suite 1400  
Nashville, TN 37201  
Telephone: (615) 251-6670  
Facsimile: (615) 256-1726  
Email: tsaunders@wyattfirm.com

and

/s/ Jeffrey C. Wisler  
Jeffrey C. Wilser (DE Bar No. 2795)  
CONNOLLY GALLAGHER, LLP  
1201 North Market Street, 20th Floor  
Wilmington, DE 19081  
Telephone: (302) 757-7300  
Facsimile: (302) 658-03810  
Email: [jwisler@connollygallagher.com](mailto:jwisler@connollygallagher.com)

*Counsel for HealthSpring Life and Health Insurance Company, Inc.*

/s/ Emily C. Taube  
David W. Houston, IV (20802)  
Emily C. Taube (019323)  
BURR & FORMAN LLP  
222 Second Avenue South, Suite 2000  
Nashville, Tennessee 37201  
Telephone: (615) 724-3215  
Facsimile: (615) 724-3315  
[etaube@burr.com](mailto:etaube@burr.com)  
[dhouston@burr.com](mailto:dhouston@burr.com)

*Counsel for Debtor Capstone Pediatrics, PLLC*

/

#05463026